

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 22 May 2003		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. ARMY ENGINEER DISTRICT, ALBUQUERQUE CORPS OF ENGINEERS 4101 JEFFERSON PLAZA, N.E. ALBUQUERQUE, NEW MEXICO 87109-3435		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(✓)		9A. AMENDMENT OF SOLICITATION NO.	
				✗		DACA47-03-R-0019	
						9B. DATED (SEE ITEM 11) 02 May 2003	
						10A. MODIFICATION OF CONTRACTS/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

PROJECT: SECURITY FORCES OPERATIONS FACILITY, CANNON AIR FORCE BASE, CURRY COUNTY, NEW MEXICO

1. This is Amendment No. 2 to Solicitation No. DACA47-03-R-0019; 02 May 2003. The following revisions shall be incorporated into the specifications. All other provisions shall remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

2. SECTION 00100, INSTRUCTIONS TO BIDDERS: On page 13 of 163, delete clause 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999), in its entirety.
3. SECTION 00600, REPRESENTATIONS & CERTIFICATION: Add clause 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003), attached hereto.
4. SECTION 00700, CONTRACT CLAUSES: On page 156 of 163, delete clause 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992), in its entirety.
5. SPECIFICATIONS: Delete the following listed pages and substitute the pages attached hereto. On the revised pages, for convenience, changes are emphasized by the amendment number in parentheses before and after changes from the previous issue. All portions of the revised (or new) pages shall apply whether or not changes have been indicated.

Delete Page

00800-1 thru 00800-2
Table of Contents, Page 1
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01410-2
01410-12
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Insert Page

00800-1 thru 00800-2
Table of Contents, Page 1
01015-1
01410-2
01410-12
Solid Waste Management/Recycling Plan
(Insert at the end of Section 01410)

/////////LAST ITEM/////////

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)

(a) Definitions. As used in this provision--

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

Specifications: Security Forces Operations Facility, Cannon Air Force Base,
New Mexico

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

1. COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (FAR 52.211-10) (APR 1984).

(a) The Contractor shall be required to (a) commence work under this contract within ten (10) calendar days after the date the Contractor receives notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than the dates or number of calendar days after the date of receipt by him of notice to proceed set forth in the schedule below except as specified in the various landscaping sections:

SCHEDULE

SPA APR 2002

Item of Work	Commencement	Completion Time	Liquidated Damages Per Calendar Day
	Time in Calendar Days After Receipt of Notice to Proceed	in Calendar Days After Receipt of Notice to Proceed	
(2) 1.1 Security Forces Operations Facility Including Site Work, Complete	10	365	\$853.00
1.2 Demolition of Building 682 and Building 582 Including Asbestos Removal and Disposal, Complete	395 See Note 1	485	\$853.00
1.3 Landscaping	See Note 2	See Note 2	
1.4 Final As-Built Drawings	See Note 3	See Note 3	
1.5 O&M Manuals	See Note 4	See Note 4	

NOTES:

1. Refer to Section 01015 - PHASING OF WORK for specific phasing requirements.

2. Landscaping. The planting season for trees, shrubs, and vines shall be from 1 October to 30 April; planting shall be accomplished during the planting season, or portion thereof (but not less than 15 days), following substantial completion of building construction. Maintenance and replacement of trees, shrubs, and vines shall commence immediately after each plant is planted,

mulched, and staked and shall continue for a period of 120 calendar days after all plants are planted, mulched, and staked.

3. As-Built Drawings. The Contractor shall complete work on the final as-built drawings upon his receipt of the approved working as-built drawings. The Contractor shall provide final as-built drawings as specified in Section 01720. Upon satisfactory completion of this work the Contractor shall have earned the amount shown for Final As-Built Drawings in the Bidding Schedule.

4. O & M Manuals shall be developed and submitted in accordance with Section 01730 - OPERATION AND MAINTENANCE INSTRUCTIONS, at least 60 calendar days prior to the scheduled contract completion date. Upon approval of fully developed O & M Manuals, the Contractor shall have earned the amount shown for "Operations and Maintenance Manuals" in the Bidding Schedule. (2)

(b) The time stated for completion shall include final cleanup of the premises for all phases.

(c) In the event the Heating and/or Air Conditioning Systems cannot be tested at or near design temperatures during the above period, beneficial occupancy and use of the facilities may be accepted and final testing and adjustments of the heating and/or air conditioning deferred as specified in the appropriate testing clauses of the Technical Provisions.

2. TIME EXTENSIONS (FAR 52.211-13) (SEP 2000). Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

3. LIQUIDATED DAMAGES - CONSTRUCTION (FAR 52.211-12) (SEP 2000).

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount stated in Clause 1(a) above for each calendar day of delay until the work is completed or accepted, exclusive of the work in the various landscaping sections. In the event that the completion date for the work covered by two or more items of work becomes delinquent concurrently, the liquidated damages will not be the sum of the liquidated damages for each item of work which becomes delinquent in the amounts stated.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

4. CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (DFARS 252.236-7001) (AUG 2000):

(a) The Government

(1) Will provide to the Contractor, without charge, one (1) compact disc containing all CADD files. Publications incorporated into the technical

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	SECTION 01040 - MECHANICAL ROOM LAYOUT AND COORDINATION	
	SECTION 01090 - SOURCES FOR REFERENCE PUBLICATIONS	
	SECTION 01320 - PROJECT SCHEDULE	
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SECTION 01015

PHASING OF WORK

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

1.1.1 First Phase of Work

The Contractor shall perform all work. A number of construction activities can be carried on concurrently and/or sequentially without interference. The following is an example of some activities that can be accomplished in the first phase of work:

a. The Contractor shall complete all work for the construction of the new Security Forces Operations Facility (SFOF). The Contractor shall provide written notification to the Contracting Officer thirty (30) calendar days prior to the completion of work for the new SFOF. This will allow the Government sufficient time to prepare to vacate Building 682.

b. After Government acceptance of the new SFOF, the Contractor shall allow thirty (30) calendar days for the Government to transfer equipment and personnel from Building 682 to the new SFOF.

1.1.2 Second Phase of Work

The second phase of work is to be accomplished after the first phase of work is completed. The following is an example of activities that can be accomplished in the second phase of work:

a. Demolition of Building 682 and Building 582.

1.2 SUBMITTALS

The Contractor shall submit for approval a plan of his proposed sequence of construction. The proposed sequence shall be submitted within 15 calendar days after receipt of notice to proceed. The plan may be a part of the preliminary network analysis as specified in the Section, PROJECT SCHEDULE, or may be submitted separately. The plan shall show all of the constraints specified in the GENERAL REQUIREMENTS paragraphs above.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

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SD-01 Preconstruction Submittals

Environmental Protection Plan, G

The Environmental Protection Plan shall address all items in paragraph, ENVIRONMENTAL PROTECTION REQUIREMENTS.

Storm Water Pollution Prevention Plan, G

The Storm Water Pollution Prevention Plan (SWPPP) shall be prepared by the Contractor in accordance with, and addressing, all items referred to in paragraph, STORM WATER POLLUTION PREVENTION PLANS.

Waste Management Plan

- (2) The Waste Management Plan shall address the Contractor-generated waste. The Waste Management Plan shall include the waste stream, estimated quantities of waste, and describe and tentatively classify the broad waste types anticipated; hazardous waste (with an EPA waste code); solid waste; chemical waste; and other special waste. The rationale for assignment of waste to these broad waste categories shall be provided. (2)

1.4 ENVIRONMENTAL PROTECTION REQUIREMENTS

The Contractor shall provide and maintain during the life of the contract environmental protection; plan for and provide environmental protective measures to control pollution that develops during normal construction practice; plan for and provide environmental protective measures required to correct conditions that develop during the construction of permanent or temporary environmental features associated with the project; and comply with all applicable Federal, state, and local laws and regulations.

1.4.1 Environmental Assessment of Contract Deviations

The contract specifications have been prepared to comply with the special conditions and mitigation measures of an environmental nature which were established during the planning and development of this project. The Contractor is advised that deviations from the drawings or specifications (e.g., proposed alternate borrow areas, disposal areas, staging areas, alternate access routes, etc.) could result in the requirement that the Government reanalyzes the project from an environmental standpoint. Deviations from the construction methods and procedures indicated by the plans and specifications which may have an environmental impact will require an extended review, processing, and approval time by the Government. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

(2) d. Analytical/Physical testing required to dispose of waste above and beyond that required in other paragraphs of these specifications. (2)

e. Transporters Name and ID Number proposed for use in transporting each specific waste type.

(2) f. Waste container marking and labeling, and transport vehicle placarding requirements for each specific waste type. (2)

g. Paperwork Requirements for Disposal of Wastes: For hazardous wastes, the Contractor shall prepare the manifest; the Contracting Officer, Contracting Officer's Representative, or installation representative shall sign the manifest as the generator and shall supply the Generator ID number. Record Keeping and reporting shall be in accordance with 40 CFR 262 Subpart D - Record Keeping and Reporting. The generator and the Contracting Officer (if different individuals) shall be provided a fully executed copy of the manifest after the waste has been received at the designated disposal or treatment facility. For non-hazardous wastes, the Contracting Officer shall be provided signed documentation from the disposal facility that the quantity and type of waste disposed from the project was accepted at the designated disposal facility.

1.7 MEETINGS

The Contractor shall meet with representatives of the Contracting Officer to develop mutual understanding relative to compliance with this paragraph of the specifications and administration of the environmental protection program. The Contractor shall be prepared to discuss the program in conferences convened by the Contracting Officer before starting work on each major phase of operation. Approval of the Contractor's plan for environmental protection will not relieve the Contractor of his responsibility for adequate and continuing control of pollutants and protection of environmental features. All Contractor personnel shall be required to attend.

1.8 SUBCONTRACTORS

Assurance of compliance with this paragraph by subcontractors will be the responsibility of the Contractor.

1.9 REGULATORY REQUIREMENTS

The Contractor shall comply with all Federal, state, and local regulatory and statutory requirements.

**** EXAMPLE ****

Solid Waste Management/Recycling Plan
Project Name/Number: _____

Waste Item	Est. Volume (cy)	Est. Tonnage	Disposition (I.e. Clovis Regional Landfill, Ed's Recycle Center, etc.)
Corrugated cardboard			5 Cannon AFB Recycle Center
Aluminum beverage cans			1 Cannon AFB Recycle Center
Scrap lumber (2 x 4's, plywood)			5 Clovis/Portales Habitat for Humanity or I-27 Recycling, Lubbock
Office paper			0.5 Cannon AFB Recycle Center
Scrap metal (rebar, structural steel, pipe, copper, aluminum, brass, siding, etc.)			20 Ed's Recycle Center, Clovis, NM
Brick			5 I-27 Recycling, Lubbock
Total C&D Debris Diverted		36.5	
All other C&D Debris Landfilled		1000	Clovis Regional Landfill
Estimated Project C&D Debris Diversion Rate			4%

SECURITY FORCES OPERATIONS FACILITY PREPROPOSAL CONFERENCE

May 19, 2003
SIGN-IN SHEET

PRINTED NAME

COMPANY NAME

PHONE #

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SECURITY FORCES OPERATIONS FACILITY PREPROPOSAL CONFERENCE

May 19, 2003
SIGN-IN SHEET

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SECURITY FORCES OPERATIONS FACILITY PREPROPOSAL CONFERENCE
MAY 19, 2003
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